

AMENDMENT TO THE GREEN CANYON BLOCK 826 UNIT AGREEMENT
OUTER CONTINENTAL SHELF – GULF OF MEXICO

This Amendment to the Green Canyon Block 826 Unit Agreement ("Amendment"), Unit Agreement No. 754398016, is made effective as of June 1, 2018, by and between BP Exploration & Production Inc. ("BP"), BHP Billiton Petroleum (Deepwater) Inc. ("BHP") and Union Oil Company of California ("Unocal"). BP, BHP, and Unocal may be referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Green Canyon Block 826 Unit Agreement No. 754398016 made effective April 27, 1998, as amended from time to time ("Green Canyon Block 826 Unit Agreement").

WHEREAS, the current working interest owners of the Green Canyon Block 826 Unit are BP, the Operator (60.5%), BHP (23.9%) and Unocal (15.6%); and

WHEREAS, the initial participating area for the Green Canyon Block 826 Unit was established effective January 13, 2005, consisting of a portion of Green Canyon Block 782 (OCS-G 15610); and

WHEREAS, the Green Canyon Block 826 Unit contracted effective January 13, 2014, consisting of portions of Green Canyon Block 782 (OCS-G 15610), and Green Canyon Block 826 (OCS-G 09982); and

WHEREAS, the Green Canyon Block 826 Unit participating area expanded effective January 1, 2016 and the Green Canyon Block 826 Unit currently consists of portions of Green Canyon Block 781 (OCS-G 15609), Green Canyon Block 782 (OCS-G 15610), and Green Canyon Block 826 (OCS-G 09982) to make up the unit area; and

WHEREAS, the Parties have drilled an injection well and have the desire to drill additional injection well(s) to enhance oil and gas recovery affecting the Green Canyon Block 826 Unit; and

WHEREAS, the Parties now desire to amend certain Articles within the Green Canyon Block 826 Unit Agreement to allow an injection well(s) to expand a participating area and unit area; and

WHEREAS, the Parties applied for an expansion to the Green Canyon Block 826 Unit participating area on July 25, 2019, and submitted revised applications July 17, 2020 and August 10, 2020;

NOW, THEREFORE, for good and valuable consideration of the mutual promises exchanged herein, the undersigned Parties hereby agree to amend the Green Canyon Block 826 Unit Agreement as follows:

1. Section 10.1 of the Green Canyon Block 826 Unit Agreement shall be deleted in its entirety and replaced with the following:

10.1 The unit area may be further revised by additions of areas within the common geological structure that are necessary for unit operations or for the inclusion of an area capable of producing unitized substances in paying quantities whenever such action appears proper for the prevention of waste, conservation of the natural resources, or protection of correlative rights including Federal Royalty interests, pursuant to 30 CFR 250.205 and Part 250 Subpart M. Additionally, the unit area may be further revised by

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the contraction of the unit area when such contraction is necessary or advisable to conform with the purposes of this Agreement. Such additions or contractions shall be made by the Unit Operator on its own motion after preliminary concurrence of the Regional Supervisor or on demand of the Regional Supervisor. The effective date of any expansion or contraction of the unit area shall be the first of the month following the date of approval of the expansion or contraction by the Regional Supervisor provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Regional Supervisor.

2. The following Section 10.2 shall be added to the Green Canyon Block 826 Unit Agreement, and the prior Section 10.2 shall be renumbered to be Section 10.3 and remain in its entirety.

10.2 When the revision to the Unit Area occurs after production has commenced and involves an expansion of an existing participating area(s), or the designation of a new participating area, whether requested by the Unit Operator or on demand of the Regional Supervisor, the participating area(s) shall be amended consistent with Section 11.2 of this Agreement.

3. Section 11.1 of the Green Canyon Block 826 Unit Agreement shall be deleted in its entirety and replaced with the following:

11.1 Prior to commencement of production of unitized substances, or as soon thereafter as required by the Regional Supervisor, the Unit Operator shall submit to the Regional Supervisor, as Exhibit "C," a schedule by lease of (a) all land reasonably proven to be productive of unitized substances in paying quantities by the drilling and completion of producible wells, geological and geophysical information, and/or engineering data, and (b) the percentage of unitized substances to be allocated as provided in Article XII to each lease. In order to protect correlative rights, including Federal royalty interests, and pursuant to 30 CFR 250.205, where a producing or injection well could intersect or drain an adjacent property, the Regional Supervisor may, in his discretion, require such lands to be included in the participating area, including lands with higher royalty rate leases or leases with a different royalty suspension volume. All lands in said schedule, upon approval thereof by the Regional Supervisor, shall constitute the initial participating area, effective as of the date such production commences. The participating area shall be described in parcels no smaller than 1/4 x 1/4 x 1/4 blocks.

4. Section 11.2 of the Green Canyon Block 826 Unit Agreement shall be deleted in its entirety and replaced with the following:

11.2 Subject to approval of the Regional Supervisor, the participating area(s) so established shall be revised from time to time to include additional land reasonably proven to be productive in the same manner as provided in Section 11.1 of this Article, or lands proven not to be productive to be excluded in the same manner, and Exhibit "C" shall be revised accordingly. In order to protect correlative rights, including Federal royalty interests, and pursuant to 30 CFR 250.205, where a producing or injection well could intersect or drain an adjacent property, the Regional Supervisor may, in his discretion, require such lands to be included in the participating area, including lands with higher royalty rate leases or leases with a different royalty suspension volume. The effective date of any revision shall be the first of the month in which the information is obtained which provides the basis for the approval of the revision by the Regional Supervisor provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the Regional Supervisor. No land shall

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be excluded from the participating area(s) on account of depletion of the unitized substances.

5. Section 12.1 of the Green Canyon Block 826 Unit Agreement shall be deleted in its entirety and replaced with the following:

12.1 The Unit Operator shall pay or cause to be paid all production royalties and make deliveries of oil and gas which are payments of royalties taken-in-kind or which, pursuant to the Act, are purchased by the United States. Unitized substances shall be allocated within the participating area(s) on a volumetric basis of oil and gas in place under original reservoir conditions and proportionally credited to the respective leases committed hereto. The Unit Operator shall furnish the Regional Supervisor geological and engineering maps and data sufficient to support the net-acre feet determination for volumetric allocation between leases. Oil and gas produced from the unit area prior to the effective date of this Agreement shall not be allocated under this Agreement. The royalty payments under leases subject hereto shall be based and calculated upon the production allocated to the leases as specifically provided herein. The oil and gas saved, removed, or sold from the unit area shall be allocated in this manner, regardless of where any well is drilled and produced in the unit area.

6. As of the Effective Date of this Amendment, the Exhibits A, B, and C of the Green Canyon Block 826 Unit Agreement are replaced with the new amended Exhibits attached hereto.

Other than the specific amendments set forth above, all other terms and conditions of the Green Canyon Block 826 Unit Agreement shall remain in full force and effect.

This Amendment may be executed by signing the original or a counterpart thereof. If this Amendment is executed in counterparts, all counterparts taken together shall have the same effect as if all Parties had signed the same amendment, but no Party shall be bound to this Amendment unless and until all Parties have executed the counterpart or the original.

IN WITNESS WHEREOF, each Party, through its duly authorized agent or representative, has executed this Amendment effective as of the effective date of this Amendment.

[Unit Operator's signature on the following page]

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ACCEPTANCE OF RIGHTS AND OBLIGATIONS BY UNIT OPERATOR

I hereby accept and assume all rights and obligations of the Unit Operator as set forth in this Amendment.

Dated: August 27, 2020

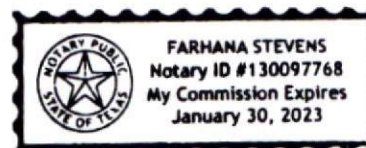
Authorized Signature: Danielle Scott
Danielle Scott

Title: Attorney-in-Fact

Corporation: **BP Exploration & Production Inc.**

Subscribed and sworn to me this 27th day of August, 2020.

Notary Public: [Signature]



My Commission Expires: January 30, 2023

[Working Interest Owners' signatures begin on the following page]

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APPROVAL BY WORKING INTEREST OWNER(S)

As an Owner of a working interest in the Unitized Area, I hereby agree to the terms and conditions as set forth in this Amendment.

Dated: August 27, 2020

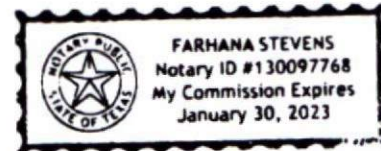
Authorized Signature: Danielle Scott
Danielle Scott

Title: Attorney-in-Fact

Corporation: **BP Exploration & Production Inc.**

Subscribed and sworn to me this 27th day of August, 2020

Notary Public: Farhana Stevens



My Commission Expires: January 30, 2023

[Working Interest Owners' signatures continue on following pages]

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APPROVAL BY WORKING INTEREST OWNER(S)

As an Owner of a working interest in the Unitized Area, I hereby agree to the terms and conditions as set forth in this Amendment.

Dated: August 26, 2020

Authorized Signature: _____

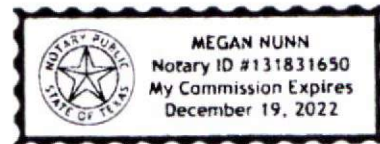
Marty Tate

Title: Vice President

Corporation: **BHP Billiton Petroleum (Deepwater) Inc.**

Subscribed and sworn to me this 26th day of August, 2020

Notary Public: _____



My Commission Expires: December 19, 2022

[Working Interest Owners' signatures continue on the following page]

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APPROVAL BY WORKING INTEREST OWNER(S)

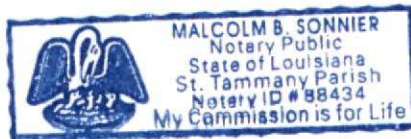
As an Owner of a working interest in the Unitized Area, I hereby agree to the terms and conditions as set forth in this Amendment.

Dated: August 28, 2020
Authorized Signature: R.G. Schneider
R. G. Schneider
Title: Assistant Secretary

Corporation: **Union Oil Company of California**

Subscribed and sworn to me this 28th day of August, 2020

Notary Public: M.B. Sonnier
My Commission Expires: at death



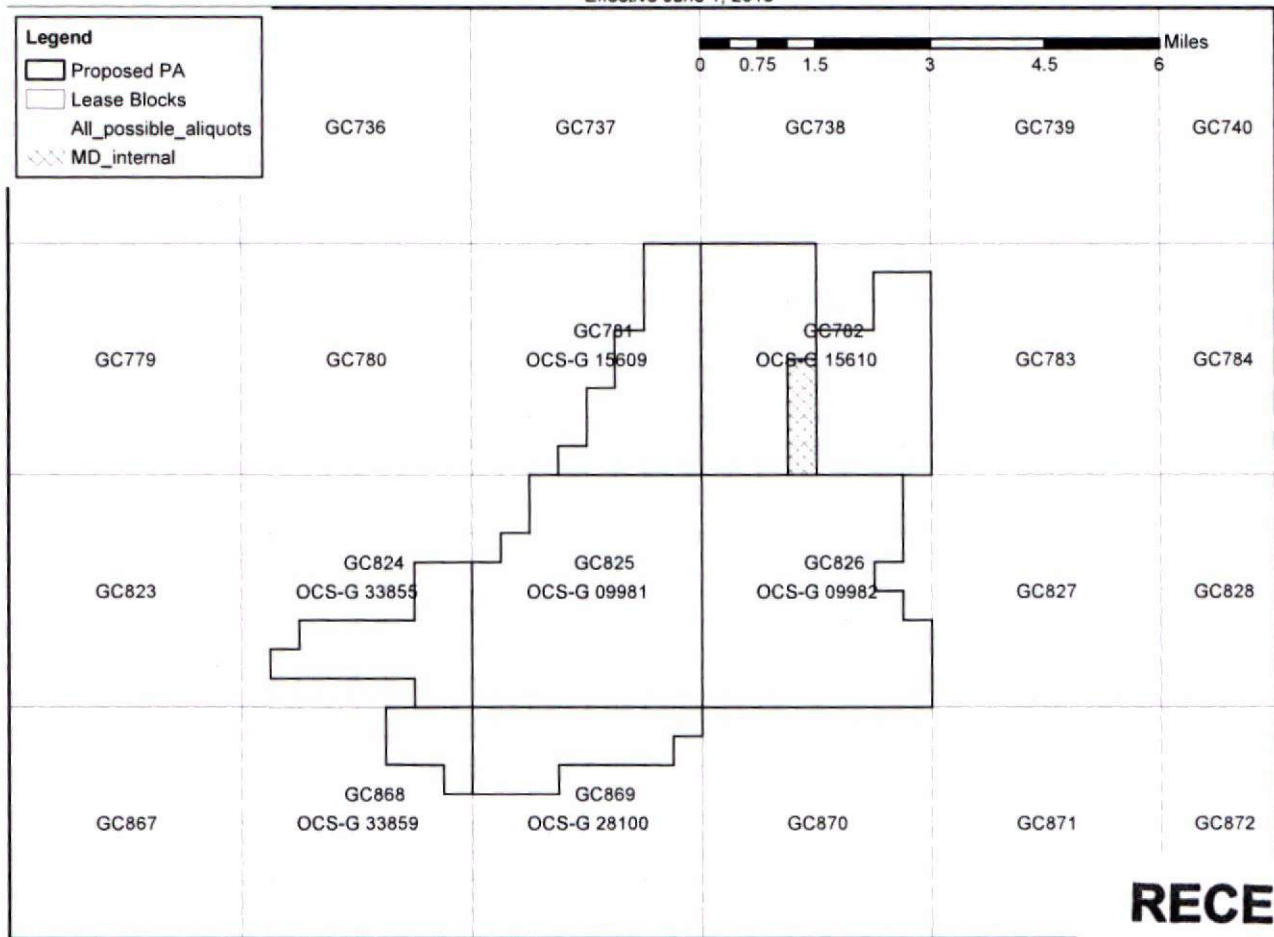
[Exhibits begin on the following page]

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Revised Exhibit "A"
Participating Area
Green Canyon Block 826 Unit
Agreement No. 754398016
Effective June 1, 2018



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Revised Exhibit "B"

Component Leases and Ownership
Green Canyon Block 826 Unit
Agreement No. 754398016
Effective June 1, 2018

<u>LEASE</u>	<u>LEASE OWNERSHIP</u>		<u>BLOCK NUMBER</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>PARTICIPATION ACREAGE</u>	<u>ROYALTY RATE</u>
OCS-G 15609	BP Exploration & Production Inc. -	60.50%	781	7/1/1995	1/13/2015	2250	12.50%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					
OCS-G 15610	BP Exploration & Production Inc. -	60.50%	782	7/1/1995	6/30/2005	4680	12.50%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					
OCS-G 33855	BP Exploration & Production Inc. -	60.50%	824	9/1/2011	8/31/2021	1710	18.75%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					
OCS-G 09981	BP Exploration & Production Inc. -	60.50%	825	5/1/1988	1/13/2015	5310	12.50%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					
OCS-G 09982	BP Exploration & Production Inc. -	60.50%	826	05/01/88	4/30/1998	5220	12.50%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					
OCS-G 33859	BP Exploration & Production Inc. -	60.50%	868	9/1/2011	8/31/2021	630	18.75%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					
OCS-G 28100	BP Exploration & Production Inc. -	60.50%	869	6/1/2006	5/31/2016	1620	12.50%
	BHP Billiton Petroleum (Deepwater) Inc.	23.90%					
	Union Oil Company of California-	15.60%					

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Revised Exhibit "C"

Lease Participation and Allocation
Green Canyon 826 Unit Agreement
Agreement No. 754398016
Effective June 1, 2018

LEASE	NUMBER OF PARTICIPATING ACRES	NUMBER OF ORIGINAL EQUIVALENT ACRE FEET ALLOCATED			PERCENT UNIT ALLOCATION
		OIL	GAS	TOTAL	
OCS-G-15609 (GC 781)	2250 (25 aliquots)	314,433	0	314,433	10.56%
OCS-G-15610 (GC 782)	4680 (52 aliquots)	714,069	0	714,069	23.98%
OCS-G-33855 (GC 824)	1710 (19 aliquots)	41,302	0	41,302	1.39%
OCS-G-09981 (GC 825)	5310 (59 aliquots)	885,753	0	885,753	29.75%
OCS-G-09982 (GC 826)	5220 (58 aliquots)	814,625	0	814,625	27.36%
OCS-G 33859 (GC 868)	630 (7 aliquots)	55,102	0	55,102	1.85%
OCS-G-28100 (GC 869)	1620 (18 aliquots)	152,110	0	152,110	5.11%
TOTALS	21,420 (238 aliquots)	2,977,394	0	2,977,394	100.0000%

Effective Date: June 1, 2018